

REQUEST FOR QUOTATION

QUOTE DUE DATE 3/31/2006

TO: _____

(Please enter your company name above)

ATTN Quote Desk

**THIS IS A QUOTE, NOT AN ORDER
PLEASE QUOTE PROMPTLY**

City may accept the quote which is the most advantageous to the City which may not necessarily be the lowest quote. The City has the right to accept all or part of this quote.

CITY OF SAN JOSE FINANCE/PURCHASING

200 EAST SANTA CLARA ST., SAN JOSE, CALIFORNIA, 95113-1905 FAX: (408) 292-6480

DATE: 3/27/2006

REPLY TO: Daryl Gerstenberger (408) 535-7057

QUOTE#: 00119

VENDOR: YOU MUST COMPLETE THIS INFORMATION IN ORDER FOR YOUR QUOTE TO BE ACCEPTED.

1. Business Name			
Business Address	Street:	City:	
	ZIP:	County:	State:
Remittance Address	Street:	City:	
	ZIP:	County:	State:
Telephone No.	FAX No.:		E-mail Address:
Type of Business	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP	<input type="checkbox"/> Corporation - Name State of Incorporation: _____
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain):

2. We agree to ship within _____ days, from: _____, via: _____

3. F.O.B Point: DESTINATION* If Bidder changes to F.O.B. Shipping Point, Bidder Must provide freight charges: \$ _____

4. Terms: N/30 or _____ % N/20. This is the minimum acceptable discount period the City will consider.

5. Are you incorporated? Yes ☐ No ☐ If No, Please provide completed W-9 Form

6. City of San Jose Business Tax Certificate # _____ CA Contractor's License (If applicable): _____

Environmental Friendly Product? (Optional)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Recyclable?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mercury content?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Less toxic alternatives available?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, explain:					

Local Preference (Optional) - Based upon the information supplied below, I hereby certify that my firm qualifies as:

- ☐ LOCAL BUSINESS ENTERPRISE - (LBE) - The business has the following: 1) an office with at least one employee located in Santa Clara County, California, and 2) a current San Jose Business Tax Certificate.
- ☐ SMALL BUSINESS ENTERPRISE - (SBE) - The business must qualify as an LBE and have 35 or fewer employees (This number is for the ENTIRE business - NOT just local employees). State number of employees: _____

The following determinations have been made with respect to this procurement: (for official use only)

Type of Preference	<input checked="" type="checkbox"/> Price is Determinative	<input type="checkbox"/> Price is Not Determinative	<input type="checkbox"/> LBE/SBE Not Applicable
Amount of Preference	LBE preference = 2.5% of Cost	LBE preference = 5% of Points	SBE preference = 2.5% of Cost
	SBE preference = 2.5% of Cost	SBE preference = 5% of Points	

REQUEST FOR QUOTATION

QUOTE#: 00119

**CITY OF SAN JOSE
FINANCE/PURCHASING****200 EAST SANTA CLARA ST., SAN JOSE, CALIFORNIA, 95113-1905 FAX: (408) 292-6480****DESCRIPTION**

The City of San Jose will issue an Open Purchase Order for the period of 4/1/06 - 6/30/06 for the following:

RENTAL OF AN ASPHALT PAVER TO BE USED BY THE CITY'S DEPARTMENT OF TRANSPORTATION.

Included in this solicitation are the following documents related to this Request for Quotation (RFQ):

-RFQ Form

-Terms and Conditions (governing Service Order)

REQUIREMENTS:

1. Asphalt Paver shall be a LeeBoy 5000 Pathmaster of equal (provide specifications if quoting an equal product)

2. Paver shall have a 5 ton hopper capacity

3. Paver shall have electronic steering with a low deck onfiguration

4. Paver shall have a 9' paving width capacity (with hopper wings out) and a 5' pavig width basic capacity

5. Paver shall be available from 4/1/06 - 6/30/06.

PRICING AS FOLLOWS:

1. Make, model and year: _____

Date Available: _____

Is a Damage Waiver required? Yes _____ No _____

NOTE: The City will provide an "Affidavit of Insurance" if requested in writing

-Monthly Rental @ \$ _____ per mo.

-Weekly Rental @ \$ _____ per mo.

-Delivery Charge @ \$ _____ per unit

-Pick-Up Charge @ \$ _____ per unit

-Additional Charges: _____

NOTE: The City's sales tax rate is 8-1/4%. Please include applicable sales tax in the above quoted rates.

NOTE: PLEASE BREAK OUT SALES TAX SEPARATELY**ALL QUOTES, INCLUDING NO BIDS, MUST BE RETURNED TO REMAIN ON CITY'S APPROVED VENDOR LIST.****Attachments:** ☐ Insurance Requirements ☐ Prevailing Wage Policy ☐ Living Wage Policy

I delcare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: City: _____ State: _____ Date: _____

Signature: _____ Print or type name: _____

CITY OF SAN JOSE
SERVICE ORDER TERMS AND CONDITIONS

NOTICE: The Terms and Conditions listed below are the Terms and Conditions on the back of the City's Service Order. These are the only Terms and Conditions the City will agree to. The City has NO intention of negotiating these. If your company is not able to agree to these Terms and Conditions please do NOT respond to any Request for Quotation (RFQ). If your company has any question about these, you should ask the Buyer responsible for the RFQ at least two (2) business days prior to the RFQ due date.

1. **DEFINITIONS:** City shall mean the City of San Jose or any department thereof, Service Order means that certain contract for services which includes these terms and conditions as well as the information contained on the completed form appearing on the reverse of these Terms and Conditions. References in quotes refer to the designation on the reverse. Contractor shall mean the business as designated under "Vendor".
2. **SCOPE OF SERVICES:** Contractor shall perform those services specified in detail in "Description of Services". Contractor will supply all tools and instrumentalities required to perform this Service Order.
3. **DATA AND FACILITIES:** Contractor acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable Contractor fairly to determine its ability to perform work called herein at the price and in accordance with the schedule set forth. Contractor represents that it now has or can readily procure without assistance of City all personnel, facilities, machinery and equipment necessary for the performance of this Service Order.
4. **CONTRACT:** This purchase order constitutes City's offer to Contractor and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Contractor either by acknowledgement or commencement of performance. Any terms or Conditions by Contractor in accepting City's offer, which are inconsistent with or in addition to the terms and conditions set forth, shall be void and no effect unless and to the extent expressly accepted by City in writing.
5. **SCHEDULE OF PERFORMANCE:** Contractor's services shall be completed according to the schedule set forth in "Description of Services". Time is of the essence in this Service Order.
6. **TERM:** The term of this Service Order shall be as set forth in "Description of Services."
7. **COMPENSATION:** The compensation to be paid and the method of payment for Contractor for services provided shall be set forth in the "Description of Services", Contractor shall be responsible for all costs and expenses incident to the performance of this Service Order, including all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor shall act as and be an independent Contractor and not an employee, agent, joint venturer, or partner of

City. As an independent Contractor, Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Service Order.

9. **INSURANCE REQUIREMENTS:** Contractor agrees to have and maintain the policies set forth in "Insurance", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These Requirements are subject to Amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Service Order.
10. **CONTRACTOR'S DEFAULT:** City's Director of General Services or the director's authorized designee may, by written notice to Contractor, cancel this Service Order, in whole or from time to time in part: (I) if the Contractor fails to perform this services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Services performed do not conform to contractual requirements or if Contractor fails to perform any of the other provisions of this Service Order, or fails to make progress so as to endanger performance of this Service Order, in accordance with its terms; or (iii) if the Contractor becomes insolvent or commits an act of bankruptcy. If this Service Order is canceled, City, in addition to all other rights afforded by law for Contractor's breach of contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services canceled from another source exceed the prices specified herein, and City may set off any such charge against any amounts which may become payable to Contractor under this Service Order or otherwise. Notwithstanding City's right to cancel this Service Order for delay, Contractor shall not be liable to City for any damages therefor if: (I) Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor promptly notifies City of the conditions causing the delay or, (ii) Contractor's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of beyond the control of both Contractor and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources in sufficient time to permit Contractor to meet the required schedule.
11. **NON-FUNDING:** Each payment obligation is conditioned upon the availability of state or local government funds, which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit City to terminate this Service Order or any products or services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in effecting a transfer of any right of City in this Service Order, or any part hereof, that is required of City pursuant to the securing of financing hereunder.

- 12.COMPLIANCE WITH LAW: Contractor shall in the performance of this Service Order comply with all applicable Federal, State and local laws and regulations.
13. GOVERNING LAW: City and Contractor agree that the law governing this Agreement shall be that of the State of California.
14. VENUE: In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.
15. ASSIGNMENT OF CONTRACT: Contractor shall not assign any of the work to be performed under this Service Order nor shall Contractor subcontract for work without City's prior written consent.
16. WAIVERS: Failure by City to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Service Order, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such item, covenant or condition or the future exercise of such right, but obligation of Contractor with respect to such future performance shall continue in full force and effect.
- 17.CONFIDENTIAL INFORMATION: All data, documents, discussions or other information developed or received by or for Contractor in performance of this Service Order are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.
- 18.OWNERSHIP OF MATERIALS: All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.
- 19.CHANGES: Buyer shall have the right by written notice to change the extent of the work covered by the Service Order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of General Services or director's authorized designee. Upon receipt of any such notice, Contractor shall promptly make the changes in accordance with the terms of the notice. If any such change causes an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the Service Order modified in writing accordingly. Contractor shall promptly deliver to Buyer, and in any event within (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Contractor to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
- 20.TERMINATION: The performance of work under this Service Order may be terminated in whole or from time to time in part by Buyer. City's Director of General Services is empowered to terminate this purchase order on behalf of City.

21. **CONTRACTOR'S BOOKS AND RECORDS:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Service Order. Contractor shall maintain all documents and records which demonstrate performance under this Service Order for a minimum period of three (3) years, or for any period longer required by law, from the date of termination or completion of this service order. Any records or documents required to be maintained pursuant to this Service Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

22. **NON-DISCRIMINATION:**

a. **Prohibition on Discrimination and Preferential Treatment.**

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, condition, or privileges of employment, subcontracting and purchasing.

Noting herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

b. **Compliance Reports.**

If directed by the Director of Equality Assurance of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the forms and filed at such times as may designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether Contractor or its subcontractor is complying with the nondiscrimination and non-preference provision of this Agree and Chapter 4.08 of the Municipal Code.

c. **Failure to Comply With Nondiscrimination Provisions**

If the Director of Office of Equality Assurance determines that the Contractor has not complied with the nondiscrimination or non-preference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. **Subcontracts.**

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this agreement so that such provisions are binding upon each of its subcontractors.

e. **Waiver of Non-discrimination Provisions.**

The non-discrimination provisions of this agreement may be waived by the Director of Office of Equality Assurance, if Director of Office of Equality Assurance determines that the Contractor has its own non-discrimination requirements or is bound in the performance of this agreement by the non-discrimination requirements of another government agency, and the non-discrimination provisions of the Contractor or other government agency are substantially the same as those imposed by the City.

- 23.GIFTS: Contractor represents that it is familiar with the City's prohibition against the acceptance for any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. Contractor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this Service Order by Contractor. In addition to any other remedies City may have in law or equity, City may terminate this Service Order for such breach.
- 24.CONFLICT OF INTEREST: Contractor shall avoid all conflict of interest or appearance of conflict of interest of this Service Order.
- 25.DISQUALIFICATION OF FORMER EMPLOYEES: Contractor is familiar with the provisions relating to the disqualification of former officers and employees of City in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance). Contractor shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.
- 26.WARRANTY AGAINST INFRINGEMENT: If any article or service provided to City hereunder is covered, or is purported to be covered, by any patent or copyright, Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, judgements and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by City in violation or claimed violation of any rights under patent or copyright.
- 27.INDEMNITY: Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries to persons or damage to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees, in the performance of this purchase order.